



House of Representatives

General Assembly

File No. 404

February Session, 2016

Substitute House Bill No. 5401

House of Representatives, April 4, 2016

The Committee on Judiciary reported through REP. TONG of the 147th Dist., Chairperson of the Committee on the part of the House, that the substitute bill ought to pass.

AN ACT CONCERNING THE EXCLUSION OF A CHILD'S NAME IN DOCUMENTS RELATING TO A SUMMARY PROCESS ACTION.

Be it enacted by the Senate and House of Representatives in General Assembly convened:

1 Section 1. Section 47a-23 of the general statutes is repealed and the
2 following is substituted in lieu thereof (*Effective October 1, 2016*):

3 (a) When the owner or lessor, or the owner's or lessor's legal
4 representative, or the owner's or lessor's attorney-at-law, or in-fact,
5 desires to obtain possession or occupancy of any land or building, any
6 apartment in any building, any dwelling unit, any trailer, or any land
7 upon which a trailer is used or stands, and (1) when a rental agreement
8 or lease of such property, whether in writing or by parol, terminates
9 for any of the following reasons: (A) By lapse of time; (B) by reason of
10 any expressed stipulation therein; (C) violation of the rental agreement
11 or lease or of any rules or regulations adopted in accordance with
12 section 47a-9 or 21-70; (D) nonpayment of rent within the grace period
13 provided for residential property in section 47a-15a or 21-83; (E)
14 nonpayment of rent when due for commercial property; (F) violation

15 of section 47a-11 or subsection (b) of section 21-82; (G) nuisance, as
16 defined in section 47a-32, or serious nuisance, as defined in section
17 47a-15 or 21-80; or (2) when such premises, or any part thereof, is
18 occupied by one who never had a right or privilege to occupy such
19 premises; or (3) when one originally had the right or privilege to
20 occupy such premises but such right or privilege has terminated; or (4)
21 when an action of summary process or other action to dispossess a
22 tenant is authorized under subsection (b) of section 47a-23c for any of
23 the following reasons: (A) Refusal to agree to a fair and equitable rent
24 increase, as defined in subsection (c) of section 47a-23c, (B) permanent
25 removal by the landlord of the dwelling unit of such tenant from the
26 housing market, or (C) bona fide intention by the landlord to use such
27 dwelling unit as such landlord's principal residence; or (5) when a
28 farm employee, as described in section 47a-30, or a domestic servant,
29 caretaker, manager or other employee, as described in subsection (b) of
30 section 47a-36, occupies such premises furnished by the employer and
31 fails to vacate such premises after employment is terminated by such
32 employee or the employer or after such employee fails to report for
33 employment, such owner or lessor, or such owner's or lessor's legal
34 representative, or such owner's or lessor's attorney-at-law, or in-fact,
35 shall give notice to each lessee or occupant to quit possession or
36 occupancy of such land, building, apartment or dwelling unit, at least
37 three days before the termination of the rental agreement or lease, if
38 any, or before the time specified in the notice for the lessee or occupant
39 to quit possession or occupancy.

40 (b) The notice shall be in writing substantially in the following form:
41 "I (or we) hereby give you notice that you are to quit possession or
42 occupancy of the (land, building, apartment or dwelling unit, or of any
43 trailer or any land upon which a trailer is used or stands, as the case
44 may be), now occupied by you at (here insert the address, including
45 apartment number or other designation, as applicable), on or before
46 the (here insert the date) for the following reason (here insert the
47 reason or reasons for the notice to quit possession or occupancy using
48 the statutory language or words of similar import, also the date and
49 place of signing notice). A.B.". If the owner or lessor, or the owner's or

50 lessor's legal representative, attorney-at-law or attorney-in-fact knows
51 of the presence of an occupant but does not know the name of such
52 occupant, the notice for such occupant may be addressed to such
53 occupant as "John Doe", "Jane Doe" or some other alias which
54 reasonably characterizes the person to be served.

55 (c) A copy of such notice shall be delivered to each lessee or
56 occupant or left at such lessee's or occupant's place of residence or, if
57 the rental agreement or lease concerns commercial property, at the
58 place of the commercial establishment by a proper officer or indifferent
59 person. Delivery of such notice may be made on any day of the week.

60 (d) With respect to a month-to-month or a week-to-week tenancy of
61 a dwelling unit, a notice to quit possession based on nonpayment of
62 rent shall, upon delivery, terminate the rental agreement for the month
63 or week in which the notice is delivered, convert the month-to-month
64 or week-to-week tenancy to a tenancy at sufferance and provide
65 proper basis for a summary process action notwithstanding that such
66 notice was delivered in the month or week after the month or week in
67 which the rent is alleged to be unpaid.

68 (e) A termination notice required pursuant to federal law and
69 regulations may be included in or combined with the notice required
70 pursuant to this section and such inclusion or combination does not
71 thereby render the notice required pursuant to this section equivocal,
72 provided the rental agreement or lease shall not terminate until after
73 the date specified in the notice for the lessee or occupant to quit
74 possession or occupancy or the date of completion of the
75 pretermination process, whichever is later. A use and occupancy
76 disclaimer may be included in or combined with such notice, provided
77 that such disclaimer does not take effect until after the date specified in
78 the notice for the lessee or occupant to quit possession or occupancy or
79 the date of the completion of the pretermination process, whichever is
80 later. Such inclusion or combination does not thereby render the notice
81 required pursuant to this section equivocal. Such disclaimer shall be in
82 substantially the following form: "Any payments tendered after the

83 date specified to quit possession or occupancy, or the date of the
84 completion of the pretermination process if that is later, will be
85 accepted for use and occupancy only and not for rent, with full
86 reservation of rights to continue with the eviction action."

87 (f) Notwithstanding the provisions of this section, no owner or
88 lessor, or such owner's or lessor's legal representative, or such owner's
89 or lessor's attorney-at-law, or in-fact, shall give notice to quit
90 possession or occupancy of such land, building, apartment or dwelling
91 unit to a lessee or occupant who is under eighteen years of age.

92 Sec. 2. Subsection (a) of section 47a-23a of the 2016 supplement to
93 the general statutes is repealed and the following is substituted in lieu
94 thereof (*Effective October 1, 2016*):

95 (a) If, at the expiration of the three days prescribed in section 47a-23,
96 as amended by this act, the lessee or occupant neglects or refuses to
97 quit possession or occupancy of the premises, any commissioner of the
98 Superior Court may issue a writ, summons and complaint which shall
99 be in the form and nature of an ordinary writ, summons and complaint
100 in a civil process, but which shall set forth facts justifying a judgment
101 for immediate possession or occupancy of the premises and make a
102 claim for possession or occupancy of the premises. No writ, summons
103 and complaint issued pursuant to this section shall include the name of
104 a lessee or occupant who is under eighteen years of age. If the claim is
105 for the possession or occupancy of nonresidential property, the writ,
106 summons and complaint shall also make a claim for the forfeiture to
107 the plaintiff of the possessions and personal effects of the defendant in
108 accordance with section 47a-42a. If the plaintiff has properly issued a
109 notice to quit possession to an occupant by alias, if permitted to do so
110 by section 47a-23, as amended by this act, and has no further
111 identifying information at the time of service of the writ, summons and
112 complaint, such writ, summons and complaint may also name and
113 serve such occupant or occupants as defendants. In any case in which
114 service is to be made upon an occupant or occupants identified by
115 alias, the complaint shall contain an allegation that the plaintiff does

116 not know the name of such occupant or occupants. Such complaint
 117 shall be returnable to the Superior Court. Such complaint may be made
 118 returnable six days, inclusive, after service upon the defendant and
 119 shall be returned to court at least three days before the return day.
 120 Such complaint may be served on any day of the week.

121 Sec. 3. Subsection (a) of section 47a-26h of the general statutes is
 122 repealed and the following is substituted in lieu thereof (*Effective*
 123 *October 1, 2016*):

124 (a) A summary process judgment shall bind (1) the named
 125 defendants and any minors holding under them; (2) any occupant who
 126 first commenced occupancy of the premises after service of the notice
 127 to quit upon which the summary process action was based, unless
 128 such occupancy was commenced or continued with the consent of the
 129 plaintiff or under a right to occupy equal or superior to the rights of
 130 the plaintiff; (3) if the plaintiff has properly named and served each
 131 occupant whose presence is known with a notice to quit and a writ,
 132 summons and complaint in accordance with the provisions of sections
 133 47a-23, as amended by this act, and 47a-23a, as amended by this act,
 134 any occupant who first commenced occupancy of the premises prior to
 135 service of the notice to quit and (A) who the plaintiff and his agents
 136 did not know was in occupancy of the premises, or (B) of whose
 137 presence the plaintiff or his agent knew but whose name they did not
 138 know. If a minor, who is or will be bound by a summary process
 139 judgment under subdivision (1) of this subsection, is named in a
 140 summary process complaint, the court, upon motion of any party or
 141 upon its own motion, may order the name of such minor to be stricken
 142 from the record of the action and the clerk shall remove or arrange for
 143 the removal of such minor's name from the record of the case
 144 maintained on the Internet web site of the Judicial Branch.

This act shall take effect as follows and shall amend the following sections:

Section 1	October 1, 2016	47a-23
Sec. 2	October 1, 2016	47a-23a(a)

Sec. 3	October 1, 2016	47a-26h(a)
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JUD *Joint Favorable Subst.*

The following Fiscal Impact Statement and Bill Analysis are prepared for the benefit of the members of the General Assembly, solely for purposes of information, summarization and explanation and do not represent the intent of the General Assembly or either chamber thereof for any purpose. In general, fiscal impacts are based upon a variety of informational sources, including the analyst's professional knowledge. Whenever applicable, agency data is consulted as part of the analysis, however final products do not necessarily reflect an assessment from any specific department.

OFA Fiscal Note

State Impact: None

Municipal Impact: None

Explanation

The bill, which prohibits the inclusion of a minor child's name on certain housing and court forms, does not result in a fiscal impact to the state or municipalities.

The Out Years

State Impact: None

Municipal Impact: None

OLR Bill Analysis**sHB 5401*****AN ACT CONCERNING THE EXCLUSION OF A CHILD'S NAME IN DOCUMENTS RELATING TO A SUMMARY PROCESS ACTION.*****SUMMARY:**

This bill prohibits a landlord from including a child under age 18 (minor) in certain eviction actions or a minor's name in related court forms (i.e., summary process) (see BACKGROUND).

The bill expressly prohibits landlords and their legal representatives and attorneys from serving a minor with an eviction notice (i.e., a notice to quit). Current law is silent on this as to minors.

The bill also prohibits the court from issuing an eviction-related writ, summons, or complaint that includes the name of a tenant or occupant who is a minor. (Such documents inform the tenant that legal action has been brought against him or her.)

By law a summary process judgment (i.e., eviction order) binds the named defendants and their minor children. This means that minors are also required to adhere to the court order. The bill requires the court to remove such minor's name from the records the Judicial Branch maintains on its Internet website if (1) the minor's name was included in the complaint and (2) the court orders it at the request of any party or on its own motion.

EFFECTIVE DATE: October 1, 2016

SUMMARY PROCESS***Notice to Quit***

As a first step in the eviction process, the landlord must have each occupant and tenant served with a notice to quit. The notice to quit

tells the tenant and occupants the reason for the eviction and the date by which they must vacate the premises. Current law is silent on whether such notice can be served on occupants who are minors. (Instructions on the Judicial Branch's "Notice to Quit Possession" form, JD-HM-7, require the landlord to have copies served only to adult occupants and tenants (see related court cases in BACKGROUND)). The bill expressly prohibits landlords and their legal representatives and attorneys from serving a person under age 18 with a notice to quit.

Writ, Summons, and Complaint

By law, if a tenant does not voluntarily move out by the legally required date, the court may issue a writ, summons, or complaint that (1) makes the landlord's claim for immediate possession or occupancy of the premises and (2) specifies facts justifying such a judgment. The bill prohibits the court from including the name of a tenant or occupant who is a minor in such a writ, summons, or complaint.

BACKGROUND

Summary Process

Summary process is an eviction action in which the tenant (defendant) is sued by the landlord (plaintiff) for possession of the premises the defendant occupies. The defendant is the person who signs the rental agreement (the contract). The action may be brought for several reasons, including lapse of time, nonpayment of rent, or contract violation.

Related Court Cases

The Connecticut Appellate Court has ruled that it is not necessary to include a minor's name in the notice to quit possession (see *Pollansky v. Pollansky*, 144 Conn. App. 188 (2013) and *Sullivan v. Lazzari*, 135 Conn. App. 831 (2012)).

COMMITTEE ACTION

Judiciary Committee

Joint Favorable Substitute

Yea 42 Nay 0 (03/16/2016)